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**EPC GENERAL CONTRACT
(DESIGN - SUPPLY - CONSTRUCTION)**

Số: /2026/EPC/VIWASEEN-VCG

Package name: GT01: Design consulting - Procurement of Materials and Equipment - Construction of Works
Project: VIWASEEN Corporation Office Building
Construction location: 52 Quốc Tử Giám, Văn Miếu - Quốc Tử Giám Ward, Hanoi City

Between

**VIETNAM WATER AND ENVIRONMENT INVESTMENT CORPORATION – JSC
(VIWASEEN)**

And

VIETNAM CONSTRUCTION AND IMPORT-EXPORT JOINT STOCK CORPORATION

HANOI, 2026

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Term	Interpretation
Warranty period of works/construction item	means the period from the date of handover of the works/construction item for use until expiry of the warranty period.
Confirmation Minutes of Completion of Warranty Obligations	means the document signed between Party A and Party B confirming that Party B has ended the warranty period of the works/construction item.
Documents	Depending on the context, shall mean: drawings, calculations, procedures, technical descriptions, cost estimate descriptions, ordering documents, minutes, test result reports, test samples, models, computer disks, data files, operation and maintenance manuals, letters, documents submitted by Party B to Party A and input parameters, dossiers and documents, minutes, letters and documents provided by Party A to Party B.
Equipment, materials	means equipment, materials, consumable materials, fabricated structures, accessories and other similar items that are completely new under the conditions of the contract and are fixedly installed by Party B to form the works.
Construction equipment	means machinery and equipment, vehicles used to serve construction and completion of the works.
Suspension notice	means the document issued by Party A or Party B and sent to the other party to suspend all or part of the contract work.
Minutes of acceptance of completion of construction work, construction part or stage, item and completion of construction works	means the minutes signed by the parties related to completion of construction works, construction part or stage, item and completion of construction works in accordance with the current regulations of the State.
Subcontractor	means the contractor directly signing a contract with Party B to perform part of Party B's work under this contract.
Subcontract	means contracts signed between Party B and Subcontractor.
Arising request	means the document issued by Party A and sent to Party B to perform the arising volume outside the work content due to causes not attributable to Party B and approved by the Competent person.
Insurance unit	means an insurance company operating in Vietnam approved by Party A.
Party A's supervisor	means the supervisor designated by Party A.
Completion dossier of the Works	means all dossiers reflecting the actual condition of the construction and installation work of the works within the scope prepared by Party B and/or Subcontractor and approved by Party A.

Term	Interpretation
Completion time of the Works	means the period specified in the contract /Contract Appendix and Party B must complete the works within this period.
Force majeure	is defined in the contract
Minutes of acceptance of completion of works or construction item for putting into use	means the minutes signed by the parties when the works or construction item has been completed and handed over for putting into use in accordance with the current regulations of the State.
Minutes of acceptance of works	means the minutes of acceptance of works signed by representatives of Party A, Party B and other relevant parties in accordance with the current provisions of law.
Minutes of inspection of materials, equipment	means the minutes signed by Party A's representative at the construction site and Party B confirming equipment, materials brought to the construction site according to the quality management diagram and process agreed by the two parties.
Third party	means any individual or organization, company, collective that is not Party A, the investor, Party A's consultant, Party B and Party B's Subcontractors.
Insured person	means an organization or individual whose property or civil liability is insured under an insurance contract.
At the foot of the Works	means at the warehouse yard at the construction site within Party B's management scope.

Article 2. Scope of Works

Party A agrees to assign and Party B agrees to undertake package GT01: "Design consulting - Procurement of Materials and Equipment - Construction of Works" at No. 52 Quốc Tử Giám, Hanoi, including:

2.1. Design work:

- Design of construction drawings based on the approved basic design;
- In case the Investor requests adjustment of the scale and function of the works, the two parties shall sign a Contract Appendix supplementing the design scope including but not limited to the following contents:
 - + Concept design and dossier for overall adjustment of Planning/General site plan and Architectural plan;
 - + Adjustment design from concept to construction drawings of the Works (architecture, structure, MEP, fire prevention and fighting for office block), including:
 - Adjusted concept design;

- Adjustment design of overall planning, general site plan and architectural plan;
 - Prepare feasibility study report according to the adjusted plan;
 - Prepare construction drawings according to the adjusted plan;
 - Verify feasibility study report and construction drawing design dossier;
 - Perform author supervision according to regulations;
- + Perform and coordinate with the Investor in works related to verification, submission for approval, appraisal and licensing according to current regulations.

2.2. Construction and equipment supply part:

- Procure all materials and equipment (construction, MEP electromechanical, elevators, air conditioning, fire prevention and fighting...) according to the construction drawing design dossier approved by Party A;
- Construct and install equipment for all structural, architectural and finishing items according to the construction drawing design dossier approved by Party A;
- Prepare completion dossier, connection agreements, testing, trial operation, acceptance (power testing, generator trial operation, acceptance of trial operation of electromechanical system, acceptance of energization);
- Fire prevention and fighting acceptance with the State management agency;
- Acceptance of completion and handover of the works for putting into use with the State management agency;
- Perform warranty obligations according to the provisions of the Contract.

2.3. Insurance for the Works

- Party B is responsible for purchasing compulsory insurance types for the entire works according to the provisions of law, including but not limited to the following insurance types:
 - + Construction and installation all risks insurance (beneficiary is VIETNAM WATER AND ENVIRONMENT INVESTMENT CORPORATION – JSC (VIWASEEN));
 - + Other compulsory insurance types within the contractor's scope (insurance for employees working on the construction site, etc.).

Article 3. Contract form and Contract price

3.1. Contract type: EPC General Contractor Agreement

3.2. Contract form: Adjustable unit price, payment volume according to actual acceptance.

3.3. Principles for contract price adjustment: The contract price shall be adjusted in the following cases:

- Change in design, scale, function, scope of work or construction method according to Party A's request;
- Change in actual construction conditions, implementation schedule or request to accelerate the schedule;
- Price fluctuation of supplies, materials, labor, machine shifts according to State regulations or according to local price announcements or according to agreement between Party A and Party B;
- Force majeure cases, fundamental change of circumstances, changes in legal policies or causes not due to Party B's fault.

- Price adjustment includes direct costs, indirect costs, mobilization costs, costs due to extended implementation time and reasonable profit of Party B corresponding to the actual affected scope.

3.4. Contract price : **131,788,400,000 VND.**

(In words: One hundred thirty-one billion, seven hundred eighty-eight million, four hundred thousand dong).

The contract value includes costs of Design, Construction, Supply and Installation of Equipment, excluding the value of construction insurance of the Works at Article 2, section 2.3 of the contract. The contract value is temporarily calculated according to the approved value of package GT01 in Resolution No. 47/NQ-HĐQT dated 05/05/2026. The official value of the Contract shall be negotiated, discussed by the two parties and signed in a Contract Appendix after the Construction drawing design – Cost estimate of the project is approved by Party A's competent authority;

The contract price includes VAT (10%), all costs to perform the work under the Contract. The tax value for invoice issuance shall comply with the provisions of Law at the time of issuance.

The official Contract price is established on the basis of:

- Approved construction drawing design dossier;
- Construction method proposed by Party B;
- Actual construction conditions;
- Schedule required by Party A;
- Price level of supplies at the time of cost estimate preparation.

Costs for mobilization of manpower, equipment, construction methods, construction site organization suitable to the schedule required by Party A are considered valid costs constituting the contract price

Article 4. Requirements for construction design work.

4.1. General requirements:

The Contractor shall be responsible for the construction drawing design of the works and for the accuracy of these works.

During the process of construction drawing design, if the Contractor discovers any errors or differences among the requirements of the Investor, the Contractor shall immediately notify the Investor before proceeding with the construction drawing design and request the Investor to clarify (if necessary).

At any time when the Investor discovers errors in the design dossier prepared by the Contractor, the Investor shall request the Contractor to correct such errors to comply with the Investor's requirements.

However, the Investor shall be responsible for the accuracy of the following contents provided by the Investor or the Investor's representative to the Contractor:

- a/ Documents, data and information recorded in the contract shall be considered unchanged or under the Investor's responsibility;
- b/ The purpose of use of the works or any part of the works as given by the Investor;
- c/ The Contractor must ensure that the detailed design and the Contractor's documents comply with:

- Issued technical standards.
- Contract dossier, including necessary amendments and supplements at the request of the Investor.

The Contractor must purchase professional liability insurance as prescribed for the design work.

4.2. **Regulations and standards applicable in design:**

The Contractor's construction drawing design work must comply with the project standards, technical instructions and the Contract.

4.3. **Acceptance and handover of Consulting Products**

4.3.1. Acceptance of Consulting Products:

a) Basis for acceptance;

- Contract signed between the two parties;
- Tasks, survey outline and design approved by Party A;
- Applied construction regulations, standards and provisions of Law;
- Consulting Products of Party B;
- Verification document (if any); appraisal of dossier (if any) by the Competent Authority or dossier approval document of Party A;
- Other documents during the performance of the Contract at the request of Party A (if any)

b) Acceptance participants:

- Representative of Party A;
- Representative of Party B;
- Representative of Third Party at the request of Party A and/or according to the provisions of law (if any).

c) Acceptance of Consulting Products:

- After each work is completed, Party B shall send Party A the Consulting Products revised according to Party A's comments. Party A shall review, check and notify Party B of acceptance or non-acceptance within 05 (five) Working Days from the date of receipt of Party B's acceptance request. After the above period, if Party A has no response, Party B shall issue a written reminder regarding the request for acceptance of Consulting Products; after 05 (five) Working Days from the date Party B sends the written reminder and Party A has no notice, it shall be understood that Party A has accepted Party B's request.
- In case Party A does not accept Party B's Consulting Products, Party A shall reply in writing and Party B is obliged to complete the Consulting Products according to Party A's proposals (including the time for completion of Consulting Products clearly stated in the written reply).
- In case the Consulting Products meet the conditions for acceptance, the two Parties shall prepare Minutes of acceptance and handover of Consulting Products ("**Minutes of Acceptance and Handover of Products**"). Party B must hand over all Consulting Products from the Work of this Contract to Party A.
- In case the Consulting Products have been accepted but Party A discovers errors, Party B is responsible for correcting until meeting Party A's requirements.

d) Contents of the Minutes of Acceptance and Handover of Products include: object of acceptance; direct acceptance participants; time and location of acceptance; acceptance

conclusion (satisfactory or unsatisfactory); repair and remedy plan; signatures, full names, positions of legal representatives and legal entity seal of the direct acceptance participants.

e) Party B's responsibility for errors:

- In case the Consulting Products do not meet the conditions for acceptance:

At its own cost, Party B must complete the Consulting Products within the time required by Party A and/or according to this Appendix and/or according to the provisions of Law.

- In case errors and outstanding matters cannot be repaired:

If Party B cannot repair the errors within the period specified at Point (i) of this Clause, Party A may set a date for repairing the errors and notify Party B of this date.

If upon expiry of the extended period as provided in this Article, Party B still cannot repair/remedy these errors, Party A may perform the Work itself and/or hire a Third Party to perform it. In this case Party B shall bear all related costs and make payment/deduction at Party A's request. Party B shall not be responsible for the repaired Consulting Products performed by Party A itself and/or hired Third Party.

- Party B shall not be responsible for deviations in geological survey; inaccurate input data; changes in requirements of management agencies; changes in regulations and standards after the date of signing the contract and change requests from Party A.
- Party B's total maximum liability arising from the Contract shall not exceed 100% of the contract value, except for fraud or intentional violation.

4.3.2. Acceptance of completion of Work:

After Party B completes the work by each stage or all Work under this Contract in the design work according to Party A's requirements (including correction of errors (if any) for Consulting Products), Party A shall accept and confirm in writing to Party B the completion of work by stage or completion of all Work under the Contract ("**Minutes of Acceptance of Completion of Work**").

4.4. **Author supervision**

4.4.1. Party B must appoint competent persons to perform author supervision to answer questions or revise and clarify design dossiers upon receipt of Party A's request according to the provisions of Law from the date Party A starts construction of the works until the works are accepted by Party A and handed over for putting into use, specifically as follows:

4.4.2. Party B is responsible for explaining and clarifying construction design documents and Consulting Products upon request of Party A, Party A's construction contractor, Supervision Consultant and other relevant parties and/or Competent Authority to manage and construct the Works in accordance with the design.

4.4.3. Coordinate with Party A when requested to resolve design problems and arising matters during construction; adjust and supplement the design suitable to the actual construction of the works, handle unreasonable matters in the design at Party A's request or matters not conforming to applicable standards.

4.4.4. Promptly notify Party A and recommend handling measures upon discovering that the construction of the construction contractor differs from the design approved by Party A.

4.4.5. Party B is responsible for participating in acceptance of the works together with Party A, signing documents and acceptance dossiers of construction items and the whole works when requested by Party A. In case Party B discovers that a construction item or

construction works is not eligible for acceptance, Party B must notify and make written recommendations to Party A clearly stating the reason for refusal of acceptance.

4.4.6. If Party A and/or Party A's construction contractor and/or any related Third Party discovers that the design or Consulting Products are inconsistent with the technical standards applicable at the time of design approval and contain errors that make construction impossible and must be adjusted compared with the original design, Party B is responsible for coordinating with Party A's construction contractors, other consulting units and Party A to adjust the design accordingly. In this case, Party B commits to amend and adjust the design at Party A's request and Party B shall bear all design adjustment costs. The design adjustment time shall be set by Party A. If Party B does not promptly carry out the design adjustment or has made efforts but cannot complete the design adjustment within the time required by Party A, Party A may perform it itself and/or hire a Third Party to perform this design adjustment work. The cost of repairing these errors shall be directly deducted from Party B's author supervision fee.

4.4.7. If Party B violates any obligation regarding author supervision under Appendix 01 and the Law, Party B shall be subject to penalties for violation as provided in this Appendix.

Article 5. Responsibilities and powers of the parties

5.1. Responsibilities and powers of Party B

11.5.1. Responsibilities of Party B:

- 5.1.1.1. Party B commits to have sufficient capacity, conditions, business lines as prescribed by law, competent authorities and sufficient necessary internal approvals/approvals according to Party B's internal regulations to sign and perform the contract;
- 5.1.1.2. Party B must design - supply materials and equipment and construct the works according to the Contract and must repair any errors due to the Contractor's fault in the works. Upon completion, the works must be correct according to the purpose of use as determined in the Contract.
- 5.1.1.3. The list of key personnel (site commander, construction technical manager, construction team leader, technical and quality supervisor...) and construction workers at the Construction Site must be registered with Party A, must have sufficient professional qualifications, capacity and experience suitable to the position undertaken. At the same time, the key personnel mobilized and registered by Party B to perform this Contract must be personnel under Party B's payroll, having signed labor contracts in accordance with labor law.
- 5.1.1.4. Machinery, equipment and materials brought into construction in the works must be suitable for the requirements of construction and installation work and must be quality inspected, self-preserved and arranged in the prescribed place.
- 5.1.1.5. Be fully responsible for labor safety, prepare and submit to Party A for approval the overall labor safety plan before construction; purchase, maintain validity and settle insurance policies. Be fully responsible in case of labor accidents during the performance of the Contract. All construction workers on the construction site must wear uniforms.
- 5.1.1.6. Ensure sanitation of the construction site and surrounding environment (both inside and around the construction site) and limit damage and impact on people and property due to pollution, noise and other consequences caused by Party B's activities.

- 5.1.1.7. Cleaning work to make the construction area clean (including covered areas and positions) after completion of the Work must be completed by Party B before the Parties conduct acceptance and handover.
- 5.1.1.8. Fully pay construction electricity, water and other utilities provided by Party A for Party B's construction according to Party A's notice. If Party A cannot provide these services, Party B must arrange supply sources by itself. Party B must bear its own risks and use its own costs to use these services.
- 5.1.1.9. Open the construction site logbook and fully record the contents as prescribed. Unless otherwise provided in the Contract, Party B must prepare weekly progress reports and submit them to Party A's supervisor. The first report must cover from the commencement date to the last day of the first week.
- 5.1.1.10. Each report must include:
- Charts and detailed description of progress, including each design stage, Party B's documents, equipment procurement, fabrication, transportation to the works, construction, installation, inspection and trial operation;
 - Photographs describing fabrication status and progress on the construction site;
 - For fabrication of main items of equipment and materials, the name of the place of manufacture, percentage progress and actual or expected date of:
 - Commencement of fabrication;
 - Party B's inspection;
 - Inspection;
 - Transportation and arrival at the construction site.
 - Copies of quality assurance documents, test results and material certificates;
 - List of changes and notices issued by Party A under this Contract;
 - Safety statistics, including details of activities and hazardous cases related to environmental factors and public relations;
- 5.1.1.11. Immediately notify Party A in writing when arising issues occur during construction due to changed drawings or due to geological conditions or the surrounding environment affecting construction work, and coordinate with Party A to promptly resolve arising difficulties.
- 5.1.1.12. Notify and request Party A to prepare minutes recording errors, faults or omissions, or unclear, inconsistent or inappropriate matters in Party A's requirements regarding technical aspects, design, etc., or conflicts in the Contract documents, or delay in handover of the site causing Party B's construction schedule under the Contract to be delayed or at risk of delay, so that the Parties may jointly determine the cause and/or propose appropriate schedule adjustment.
- 5.1.1.13. Prepare drawings and construction methods, labor safety measures, detailed schedule and submit them to Party A for approval. Comply with these measures and decisions throughout the construction process.
- 5.1.1.14. Fully and timely complete the acceptance and as-built dossier of the works in accordance with current regulations of the State. Conduct sampling and carry out testing procedures for inspection of materials, components, supplies, works equipment and technology equipment before construction and installation into the construction works according to standards and

design requirements.

- 5.1.1.15. Submit to Party A the test results of materials, supplies and equipment brought to the Construction Site; testing and test results must be performed at the specialized construction laboratory specified in this Contract.
- 5.1.1.16. Remove from the works Party B's officers and employees when Party A gives written opinion that such officers or employees lack capacity, or violate construction technical procedures, repeat violations or seriously violate Party A's regulations and internal rules, or fail to cooperate during Party A's control process.
- 5.1.1.17. For materials supplied by Party A (if any), Party B is responsible for:
- Prepare a material balance report: receipt, use, inventory and quantity of materials used against completed volume and submit it to Party A every Saturday.
 - Collect unfinished materials back to the warehouse after each work shift; preserve materials and be responsible if materials are lost or damaged.
- 5.1.1.18. Ensure that materials supplied by Party A (if any) are used for the proper purpose of the Contract.
- 5.1.1.19. Party B shall bear all costs and charges for rights of specialized and/or temporary access roads that Party B needs, including access to the construction site. Party B, by itself and at its own risk and cost, must also have other facilities outside the works that Party B may need for purposes of the works.
- 5.1.1.20. Party B shall make reasonable efforts to avoid damaging roads or bridges caused by the travel use of Party B or Party B's personnel, and shall use proper means and appropriate routes.
- 5.1.1.21. Party B shall notify Party A's supervisor no later than 10 days before the date on which any equipment or other main goods item is transported to the construction site. Party B shall be responsible for packaging, loading, transportation, receipt, unloading, storage and protection of all goods and other items necessary for the works. Party B shall indemnify and bear damages for damage, loss and costs (including judicial costs and fees) due to transportation of goods and shall negotiate and pay all compensation claims arising from Party B's transportation.
- 5.1.1.22. Fully and properly perform Party B's responsibilities and obligations under the Contract. Any approval document of Party A shall not reduce Party B's legal liability or obligations for technical errors caused by Party B's subjective fault. However, Party B shall be exempt from liability if the errors or damage arise directly from inaccurate input technical parameters provided by Party A or due to Party B being required to comply with Party A's written instruction.
- 5.1.1.23. Other obligations according to the provisions of law, this Contract and the agreement of the Parties from time to time.
- 5.1.1.24. Remove its materials, machinery, equipment, other assets and temporary works from the construction site after the works have been accepted and handed over.
- 5.1.1.25. Clean up and return the construction site before organizing acceptance and handover of the works.

5.1.2. Rights of Party B:

- Propose to Party A supplements regarding arising volume outside the contract; refuse to perform works outside the contract scope when not yet agreed by the two parties, when construction conditions are not sufficient, and illegal requests of Party A;
- Proactively select Subcontractors according to the requirements of construction of the works; add or replace Subcontractors (if necessary) to ensure quality, price and progress of performance of the Contract work.
- Be entitled to decide to stop, suspend or cancel the performance of the contract in accordance with the provisions of law and according to the agreement between the parties participating in signing the contract when cases specified in this contract occur.

5.2. Responsibilities and powers of Party A

11.5.1. Responsibilities of Party A:

- Ensure the legality of the project;
- Hand over the construction site to Party B, provide technical design dossier, construction drawing design, Project technical standards, survey report and other necessary relevant technical documents (01 original set) approved in accordance with the construction progress of the works;
- Supervise the contract performance process.
- Confirm completed work volumes under the contract and arising volumes outside the contract to submit to the Competent person or competent authority for consideration and decision. Pay costs arising outside the scope of work due to Party A's fault;
- Prepare personnel and coordinate with Party B in training the management, operation and maintenance staff;
- Organize acceptance of the Works part or construction stage, loaded interlocked equipment trial operation (if any), construction item, completed construction works put into use according to the contract agreement and according to State regulations on acceptance and handover of completed construction works.
- Ensure timely provision of input technical parameters to Party B, in accordance with the schedule, so that Party B completes the work ensuring the required schedule;
- Issue the list of acceptance steps, regulations on participants in acceptance, acceptance forms, volume dossier forms, payment dossier forms, finalization dossier forms, structure of Completion dossier of the works,.....
- Party A is responsible for providing power and water connection points with sufficient capacity at the construction site boundary. In case Party A cannot provide connection points causing Party B to arrange from another source by itself, all additional arising costs shall be paid by Party A and included in costs arising outside the contract.
- Time limit for approval of dossiers and materials: Within seven (07) working days from the date of receipt of a valid construction drawing design dossier (Shop-drawing), construction method or dossier for submission of samples of materials and equipment from Party B, Party A must provide written response approving or giving correction comments (if any). If Party A has no written opinion after the above time limit, such dossiers and samples of materials and equipment shall automatically be deemed approved by Party A for implementation. Any delay in Party A's response affecting the construction schedule shall entitle Party B to automatic extension of the overall schedule corresponding to the number of delayed days and Party A shall bear arising costs (if any) caused by this delay."

5.2.2. Rights of Party A:

- Supervise Party B's contract performance from supply of materials and equipment, construction and installation, to acceptance.
- Be entitled to decide to stop, suspend or cancel the performance of the contract in accordance with the provisions of law and require remedy of consequences when Party B violates regulations on works quality, labor safety, environmental protection and fire prevention and fighting, or according to the agreement between the parties participating in signing the contract when cases specified in this contract occur;
- Refuse or temporarily suspend payment for the volume of work for which Party B fails to fully perform the obligations committed in the contract;
- Refuse acceptance of completed work or reworked or repaired work that does not meet quality requirements;
- Appoint supervision officers to organize supervision, inspect quality, confirm work volume, accept completed work under the contract and arising volumes (if any), and sign minutes for Party B according to the actual progress of the contract in a timely manner upon Party B's request;
- Request Party B to hand over dossiers and documents related to the products of the contract;
- Supervise and manage work contents, progress and quality, and promptly handle Party B's reasonable proposals.

Article 6. Labor and personnel of Party B

- 6.1. Party B commits to provide sufficient labor and personnel at all times to ensure performance and completion of the work in accordance with the provisions of the contract.
- 6.2. All personnel of Party B must have experience and qualifications suitable for the work they perform. Party B shall be fully responsible for any part of the work performed by Party B's labor and personnel.
- 6.3. Party B must appoint its officer at the construction site to be responsible for safety issues and protection to prevent accidents and risks for all employees and labor of Party B. This officer must have a safety certificate and have the authority to issue instructions and implement protective measures to prevent accidents.
- 6.4. If an accident occurs, Party B must immediately report details to Party A as soon as possible, but no later than 24 hours from the occurrence of the accident. In case of a serious or fatal accident, Party B must immediately notify Party A by the fastest available means.

Article 7. Party A's representative at the construction site

7.1. Duties of Party A's representative at the construction site:

- During the contract performance process, Party A has the right to appoint its representative to perform necessary works related to the contract such as: supervising, inspecting work quality, confirming the work volume performed by Party B, signing on behalf of Party A the types of minutes related to the work, receiving information from Party B, coordinating with Party B's representative to promptly resolve difficulties during construction, monitoring and recording the construction diary.
- Party A's representative at the construction site or Party A's supervisor shall perform construction supervision work according to the regulations on quality management of construction works under current law.

7.2. Powers of Party A's representative at the construction site:

- Enter all places on the construction site and other material storage locations to inspect materials
- During production, processing, fabrication and construction (on the construction site or elsewhere), have the right to inspect, test, measure, try materials, workmanship and inspect the progress of equipment fabrication, production and processing of materials.
- Request Party B to perform work in accordance with the approved design dossier and approved construction method.
- Confirm the volume and quality of work by stage and the whole works as the basis for acceptance and payment.
- Have the right not to accept, refuse to confirm construction and installation volume; the reason for refusal must be expressed in writing in the following cases:
 - + Completed volumes using materials whose test results do not ensure the Project Technical Standards or which were not approved by Party A before being put into use.
 - + Volumes performed not in accordance with the design and not ensuring technical requirements.
- Report arising matters during construction to Party A.
- Have the right to recommend to Party A suspension of part or all work under construction when discovering that Party B fails to comply with technical procedures and regulations, affecting works quality and labor safety.

Article 8. Commencement, completion time

- 8.1. Implementation schedule: **24 months** from the latest date among the following milestones: (1) Party B receives the advance payment, (2) Party A hands over the clean site, and (3) the two parties sign the minutes of boundary handover or commencement order."
- 8.2. The construction time includes time for site preparation and holidays, Tet holidays, Saturdays and Sundays.
- 8.3. Party B shall work with Party A to agree on the specific schedule and completion time according to the actual construction progress at the construction site and in accordance with the overall schedule of the project.
- 8.4. Within 05 days from the date of signing the Contract, Party B is responsible for submitting to Party A for approval the detailed construction schedule for each section/construction method/manpower chart.
- 8.5. Party A has the right to consider bringing in other contractors for replacement and/or supplement to perform construction works when Party B is delayed and affects the overall schedule of the Project by more than [30] days not due to Party A's fault or a Force Majeure Event, and after Party A has issued written reminders twice (each time at least 07 days apart) but Party B has no effective remedial measures.
- 8.6. Party B is permitted to extend the completion time if due to one of the following reasons:
- There is a change in the scope of work, change in design, adjustment of construction method, change of technical standards in part or in whole, affecting the schedule at Party A's request affecting the Contract performance schedule.
 - Due to the impact of force majeure cases.
 - According to Party A's suspension notice.

Article 9. Acceptance and handover of construction item/construction works

- 9.1. After completing each part of the work in accordance with the requirements of the contract, Party B shall notify Party A of such completion together with the acceptance dossier of the work, construction, construction part or stage in accordance with regulations on quality management of construction works and other current legal documents on construction management. After receiving Party B's notice, Party A shall:
- Conduct acceptance and sign the acceptance minutes for the completed work part; or
 - Notify Party B that the above work part is not accepted and request Party B to revise. After Party B completes the revision meeting the contract requirements, Party B shall notify Party A again.
- 9.2. Fifteen (15) days before the expiry date of the works warranty period, Party B shall notify Party A of completion of the works warranty obligation together with the draft certificate of completion of works warranty obligation. Within 07 (seven) working days from the date of receipt of the above notice, Party A shall:
- 11.5.1. Notify Party B of Party A's comments on the draft certificate of completion of works warranty obligation; Party A and Party B shall sign the certificate of completion of warranty obligation when the works warranty period ends.
- 9.2.2. Notify Party B that the above proposal is not accepted and request Party B to revise the parts not yet meeting requirements. Party B shall notify Party A after completing the revision meeting the contract requirements.
- 9.3. The parties participating in acceptance and handover for putting the works into operation include: Party A, Party A's supervisor, Party B, construction Subcontractor (if any).
- 9.4. Party B must hand over to Party A full 01 original set of Completion dossier of the works in accordance with Decree No. 06/2021/ND-CP dated January 26, 2021 of the Government on quality management and maintenance of construction works (As-built drawings: 05 sets separately).

Article 10. Equipment, materials

- 10.1. Party B ensures the supply of equipment and materials in accordance with the construction schedule, 100% new as specified in the design dossier.
- 10.2. Materials brought into the works must ensure the correct type and quality specified in the approved technical design dossier and construction drawing design, meet the technical standards according to requirements of the design and construction dossier; technical requirement documents of the Contract and must be accepted by Party A.
- 10.3. Steel samples and products, construction materials; components, structures of construction works and other material samples (in case the Investor requests) must be tested at a specialized construction laboratory. The testing process must be witnessed and confirmed by Party A's supervisor. Material testing costs shall be borne by Party B.
- (Party B is not required to test non-load-bearing structures, however Party B must still provide sufficient certificates proving origin and quality, and where required, Party B must still conduct testing normally according to general regulations).*
- 10.4. Materials brought by Party B to the construction site must have quality certificates, clear origin and source as required and must be accepted by Party A.
- 10.5. Construction equipment brought to the Construction Site must have full legal dossiers; ensure that it has been inspected and meets quality standards according to the provisions of

law, and inspection documents remain valid for use. Construction equipment that does not meet the above requirements and/or other unnecessary construction equipment must be removed from the Construction Site immediately upon request of the Investor, Party A and Party B shall bear all costs.

- 10.6. Party B organizes supply of equipment and materials according to requirements and contract performance schedule.
- 10.7. All damage and loss during transportation of equipment and materials not arriving at the prescribed location due to being sent to the wrong address shall be Party B's responsibility. In case Party A discovers equipment and materials inconsistent with the contract conditions, Party A shall notify Party B in writing for Party B to consider, inspect and find remedial measures. Party B shall then repair/replace with other new equipment and materials approved and accepted by Party A. If Party A has requested a change for conformity but Party B does not comply and continues to use them, Party A has the right not to accept.

Article 11. Conditions for advance payment, payment, finalization

- 11.1. Payment currency: Vietnamese dong (VND).
- 11.2. Payment form: by bank transfer.
- 11.3. Contract advance payment: **40%** of the contract value after VAT immediately after the Contract is signed. The advance payment value shall be deducted through payment installments and fully deducted when the completed volume value reaches **80%** of the contract value.
- Advance payment dossier includes: Party B's written request for advance payment.
 - Advance payment time: Within 07 (seven) days from the date of receipt of Party B's advance payment request dossier.
- 11.4. Payment: Monthly.
- Party A shall pay Party B up to **93%** of the value of completed volume accepted by Party A, **2%** retained value shall be paid upon finalization, **5%** retained value for warranty shall be paid by Party A to Party B after expiry of the warranty period or after Party B issues a Warranty Commitment to Party A.
 - Payment dossier of 04 sets includes: Payment value confirmation sheet; quality dossier; as-built drawings; written request for payment; financial invoice and other documents and dossiers according to Party A's guidance.
 - Within 07 (seven) days from the date of receipt of a complete and valid payment request dossier as prescribed. If explanation or supplementation of documents is required, Party A shall notify Party B in writing clearly stating the contents requiring correction of errors/explanation/supplementation of documents, and Party B shall be responsible for responding within the time limit set by Party A. The time for Party B to explain and supplement documents shall be added to Party A's time for checking and confirming payment to Party B.
 - Party A has the right to temporarily retain any volume which Party A considers Party B has not provided sufficient dossiers and documents suitable according to the regulations agreed between the two parties.
 - Arising volumes in each stage (if any) shall be advanced/paid according to the above provisions.
- 11.5. Finalization

11.5.1. The Contractor shall submit to the Employer 05 sets of Finalization dossier (“**Finalization Dossier**”) according to the form issued by the Employer in detail during the contract performance process, including but not limited to the following documents:

- (a) Minutes of acceptance of completion and handover for putting into use of all work within the Contractor’s scope of work under this Contract;
- (b) Volume finalization dossier, together with detailed calculation sheets, consistent with the Quality dossier and As-built drawings checked and confirmed by the Consultant;
- (c) Completion dossier of the works (Quality dossier, As-built drawings, Summary of As-built drawing volume, Construction diary, etc.);
- (d) Finalization dossier of contract value, clearly stating:
 - Finalization value of all performed works.
 - Value already advanced and paid by the Employer.
 - Value of the retained amount for works warranty.
 - Remaining value still payable to the Contractor.

11.5.2. Finalization deadline: Within 15 working days from the date Party B provides a complete finalization dossier. The finalization approval time shall not exceed 60 days from the date Party B submits the complete Finalization Dossier to Party A.

11.5.3. Within 10 days from the date Party A approves the Finalization Dossier, the two Parties shall determine the value still payable to Party B or refundable to Party A. The parties are responsible for payment or refund within 30 days from the date Party A approves the Finalization Dossier.

11.6. Late payment interest:

In case Party A fails to make advance payment, installment payment or finalization payment within the time limit specified in Article [11.3, 11.4, 11.5] of this Contract, Party A must pay Party B late payment interest calculated as follows:

- Amount Subject to Interest Calculation: The value not paid on time; - Applicable interest rate: 12-month individual savings deposit interest rate of Joint Stock Commercial Bank for Investment and Development of Vietnam (BIDV) publicly listed at the time late payment arises;

- Interest calculation period: Starting from the day following the payment due date under the Contract until the date Party A makes full payment to Party B.

Late payment interest shall be calculated independently and cumulatively added to the principal payment. Party B does not need to give prior notice to be entitled to apply this clause. Legal basis: Article 357, Article 468 of the Civil Code 2015; Article 306 of the Commercial Law 2005.

Article 12. Responsibility for defects

12.1. Party B must supervise, inspect the quality and progress of the work according to the requirements of the contract. All Documents related to this inspection and supervision work must be kept by Party B and transferred to Party A at any reasonable time upon request during contract performance.

12.2. Party A shall directly supervise and inspect all activities of Party B. Party B is responsible for closely coordinating with Party A and Party A’s supervisor throughout the process of performing the work.

- 12.3. In case Party A discovers errors, defects or damage of any part according to the requirements of the contract, Party B must:
- Immediately after receiving Party A's written notice, stop construction immediately (if necessary) at the positions with errors, defects or damage to avoid causing further defects;
 - Within 07 (seven) days from the date of receipt of Party A's notice of such errors, defects or damage, propose remedial and repair measures for Party A's review and approval and proceed to remedy and repair such errors in accordance with the requirements of the contract;
 - Carry out reinforcement and protection of places that may be destroyed or affected by serious errors, defects or damage caused;
- 12.4. Party B shall bear its own costs for repairing and remedying errors, defects and damage caused by Party B in accordance with the requirements of the contract.

Article 13. Indemnification

- 13.1. Party B shall be responsible and indemnify Party A against all claims, losses, damages, costs (including legal costs) and liabilities related to:
- Loss or damage to property owned, leased or provided by Party B/Subcontractor related to contract performance.
 - Injury including illness or death to employees of Party B and Subcontractor arising from or related to contract performance.
 - Loss of life (including illness or death) or loss or damage to property of a third party due to negligence or breach of responsibility of Party B/Subcontractor.
- 13.2. Party A shall be responsible and indemnify Party B and Subcontractor against all claims, losses, damages, costs (including legal costs) and liabilities related to:
- Loss or damage to property of Party A/Investor/Party A's Consultant related to contract performance at the construction site;
 - Injury including illness or death to employees of Party A/Investor/Party A's Consultant arising from or related to contract performance.
 - Loss of life (including illness or death) or loss or damage to property of a third party due to negligence or breach of responsibility of Party A

Article 14. Contract violation penalty

- 17.1. Violation of overall schedule: To avoid misunderstanding and ensure clarity, the Parties agree that any schedule delay of the Contractor outside the cases specified in Article 7.2 of this Contract shall not be recognized as a valid delay and in such case the Contractor shall unconditionally agree to pay the Employer a penalty corresponding to 0.05% of the Contract value for 01 (one) day of schedule delay and not exceeding 12% of the Contract value and related liabilities as follows (Schedule delay shall only be considered a violation if it directly affects the critical path of the Project):
- In case the Contractor's delayed construction causes the Employer to be penalized for violations from other contracts or incur other related cost losses, all such arising costs shall be deducted from the Contractor's construction Contract.
 - In case the Contractor has no solution and effort to remedy the above schedule delay, after 2 written schedule warnings, the Employer has the right to hire another Contractor to construct all or part of the remaining work volume. In such case all arising costs shall be deducted from the Contractor's construction Contract.

17.2. Violation of stage schedule

- At any time, if the total accumulated construction delay time of segments exceeds 10 days, and Party B has no reasonable remedial measure approved by Party A, Party A has the right to reduce Party B's construction volume, assign another Contractor to perform, and/or unilaterally terminate the Contract, and apply penalties as prescribed in Clause 14.1 (a) of this Article.

17.3. Violation of quality

- If Party B constructs incorrectly or fails to ensure quality according to the requirements of technical design drawings, construction design and standards, technical procedures as prescribed, then Party B must carry out replacement or repair/remedy and bear all costs for such replacement/repair/remedy. Replacement/repair/remedy shall be considered completed after being accepted and confirmed in writing by Party A. For clarity, replacement/repair/remedy must be performed within a reasonable period set by Party A. In case replacement/repair/remedy causes the Contract implementation schedule to be delayed compared with the plan, Party A has the right to apply penalties as stated in Clause 14.1 of this Article.
- If Party B does not replace/repair/remedy or intentionally delays or replaces/repairs/remedies incompletely or without ensuring quality, Party A may perform by itself or hire another contractor to perform at Party A's discretion, and Party B shall bear all actual costs incurred related to replacement/repair/remedy, and at the same time shall be subject to penalty for quality violation and compensate damages to Party A (if any).

17.4. Violation of Regulations, construction site rules: In case Party B and/or Party B's workers, laborers, experts, officers, employees, agents, guests violate safety regulations in construction activities, including but not limited to regulations on labor safety, environmental sanitation, fire and explosion prevention and fighting and security and order during construction, Party B shall be subject to violation penalty for each specific violation act and depending on the violation level specified in the construction site rules and in accordance with law from time to time, and at the same time must compensate all damages caused by such violations to related parties.

17.5. Party B must indemnify Party A, Party A's employees and other related persons for any and all losses, costs, damages, claims, requests, lawsuits, proceedings, debts and expenses of any kind (including but not limited to legal costs) that Party A, Party A's employees and other related persons must bear arising from any breach of the Contract by Party B.

17.6. Party B must also reimburse Party A for costs that Party A must bear (if any) due to:

- Party B, Party B's employees and other related persons of Party B do not have sufficient permits, consents, approvals to perform the Contract;
- Environmental damage caused by Party B when performing the Contract;
- Party B does not pay or underpays taxes according to the provisions of Vietnamese law;
- Party B infringes intellectual property regulations when performing the Contract.

Article 15. Technical supervision and inspection

- 15.1. Party B and Subcontractors must perform technical supervision and inspection according to the requirements of the contract. All documents shall be kept throughout the process of performing the work and shall serve as the basis for acceptance/approval after the work is completed.
- 15.2. Technical supervision and inspection shall be conducted at the construction site or at Party B's or Subcontractor's factory/head office with the participation of Party A's representative at the construction site or an independent inspection agency.
- 15.3. Party A/Party A's representative at the construction site has the right to enter the construction site to conduct inspection and supervision of the work. Party B shall create all favorable conditions to assist Party A/Party A's representative at the construction site in carrying out this inspection and supervision work.
- 15.4. Party A/Party A's representative at the construction site has the right to inspect and supervise equipment and materials. Party B is responsible for providing the necessary permits for Party A to perform this inspection and supervision work.
- 15.5. In case Party A discovers equipment and materials inconsistent with the requirements of the contract, Party A shall notify Party B in writing for Party B to consider, inspect and remedy. All costs related to re-inspection and re-supervision of such equipment and materials shall be borne by Party B.

Article 16. Warranty

- 16.1. Party B must warrant the works in accordance with the Construction Law. The construction item/works under warranty is the entire construction item/works that Party B is responsible for performing under this contract.
- 16.2. Warranty method:
 - After receiving the minutes of acceptance of the works or construction item for putting into use, Party B must perform the warranty of the works for a period of **24** months.
 - Warranty value: 5% of the finalized contract value (A-B finalization not yet audited). This 5% amount shall be paid by Party A to Party B within 15 working days after the end of the works warranty period according to regulations or from the date Party B transfers to Party A the Warranty Obligation Performance Commitment. In case warranty obligations arise, Party B must carry out repairs according to Article 9.2 until completion of repair and there is written confirmation from Party A that Party B has completed the warranty obligation.
- 16.3. During the warranty period, Party A shall notify Party B of damages related to the works caused by Party B's fault, and Party B must perform the works warranty immediately after receiving Party A's repair notice. Specific warranty repair shall be as follows:
 - For construction work items: Repair of these errors must begin within 07 days after receipt of Party A's notice or the Contractor must have a proposed handling plan approved by Party A.
 - For equipment systems (generator, transformer station, wastewater treatment station, fire prevention and fighting equipment, air conditioning, ventilation...): The Contractor must appoint technical staff to inspect technical incidents within 24 hours after receipt of Party A's notice. The Contractor must remedy and repair technical incidents not caused by Party A's fault at the Contractor's cost (except force majeure or fault of a third party) within 24 hours from the date of receipt of Party A's written notice. For major errors, the Contractor must have a proposed handling plan and handling time approved by Party A.

- If after this time limit Party B does not begin the repair work, Party A has the right to hire another contractor (third party) to perform these works and all repair costs payable to the third party shall be borne by Party B and deducted from Party B's warranty money, and Party A shall notify Party B of such value; Party B must accept such value without complaint.
- If there are defects, flaws or errors requiring repair that cannot be performed immediately at the construction site, Party B may remove the defective, flawed or erroneous item, machinery or equipment from the construction site for repair.

16.4. Certificate of completion of warranty obligations

- Within 28 (twenty-eight) days before the last day of the works warranty period, Party A and Party B shall jointly conduct a final inspection of the works according to the provisions of the contract. Party B shall appoint a representative to participate in such inspection at Party B's cost. The two parties shall agree on the inspection date.
- Immediately after the works warranty period expires and on the basis that Party B has fully performed obligations related to remedying and repairing errors, defects, flaws, omissions and other binding obligations, provided that no outstanding issue exists, Party A shall sign the certificate of completion of warranty obligations.

16.5. Party B shall not be responsible for warranty of the works in the following cases:

- Damages to the works or equipment during the warranty period are not caused by Party B's fault.
- Parts, items or works are forced to be dismantled by the competent State authority due to Party A's violation fault.

Article 17. Insurance

17.1. Without limiting or reducing Party B's responsibilities, obligations and commitments under this Contract and/or Party B's legal liability under the provisions of law, Party B, at its own cost, must purchase and maintain the validity of the following insurance types and be responsible for settling all insurance incidents during the period from commencement to completion of this Contract and during any extension or prolongation of construction period (if any), including:

- Employee accident compensation insurance as prescribed by law for all experts, officers, agents, workers and employees of Party B participating in the performance of the Contract;
- Insurance for machinery and construction equipment serving the performance of the Contract. The insured amount must be sufficient to ensure replacement of such machinery and equipment with equivalent machinery and equipment at the time of loss, including transportation costs to the works;
- Party B is responsible for listing Party A's name as a co-insured person in the insurance policies implemented under Article 17.1.

17.2. Any other insurance policy related to the work complying with this Contract in which Party A is not listed as a co-insured person together with Party B must include a waiver of subrogation clause to waive any expressly stated or implied rights that Party B/the insurance company may have against Party A.

17.3. In case Party B uses a Subcontractor to perform this Contract, Party B, as the main contractor, is responsible for ensuring that any Subcontractor, at the Subcontractor's own cost, also purchases and maintains insurance types similar to those clearly specified in Article 17.1, and must send Party A valid copies of supporting insurance documents. The

main contractor shall be responsible for any inadequacy in the Subcontractor's insurance coverage.

- 17.4. Before bringing machinery, equipment and manpower into construction, Party B is responsible for providing Party A with valid copies of documents proving performance of the obligations prescribed in this Article together with documents proving payment of insurance premiums.
- 17.5. When any incident occurs, Party B is responsible for immediately notifying Party A in writing of detailed information about the incident and is responsible for closely cooperating with and complying with the requirements of the insurance company and Party A (if any). Any loss or damage suffered by Party A due to Party B's fault in failing to properly and fully perform the requirements of Party A and/or the insurance company during the process of handling the incident or loss shall be paid by Party B, and Party A has the right to deduct such amount from the Contract value payable to Party B.
- 17.6. Without affecting settlement of Party B's and/or Party A's insurance policies, upon Party A's request, Party B, at its own cost, is responsible for remedying, repairing or replacing any loss or damage caused by or arising from Party B's construction of the works.
- 17.7. If for any reason there is a notice from the insurance company showing that Party B is responsible for an increase in Party A's insurance premiums, Party B shall reimburse Party A for such increased insurance premium and Party A has the right to deduct it from the Contract value payable to Party B.
- 17.8. The above provisions on Party B's insurance arrangement shall not limit or reduce Party B's responsibilities, obligations and commitments under this Contract and/or Party B's legal liability under the provisions of law. Any loss, cost, insurance deductible or insurance exclusion that Party A or any related Third Party must bear caused by or arising from Party B's construction of the works and/or due to Party B's breach of this Contract shall be paid by Party B to Party A and/or the related Third Party. Party A has the right to deduct such amount from the Contract value payable to Party B; if insufficient, Party B must continue paying the remaining amount to Party A.
- 17.9. The two parties agree and acknowledge that, in case many Contractors participate in performing construction items under the Project and any loss, cost, insurance deductible or insurance exclusion arises that is not compensated or cannot be recovered under Party A's insurance policy, the relevant Contractors shall pay according to the liability level allocated by the insurance company or insurance assessment unit.
- 17.10. In case liability cannot be allocated among the relevant parties, the Contractors shall share liability in proportion to the value of such Contractor's construction Contract compared with the total value of the Contracts of the jointly related Contractors, and Party A has the right to deduct such amount from the Contract value payable to the Contractors.

Article 18. Force majeure and fundamental change of circumstances

18.1. Definition of force majeure

- a/ Force majeure applied in this contract means objective events occurring beyond the control of the Parties, including the following events and circumstances:
 - War and other hostile acts (whether war is declared or not declared), invasion, foreign hostile act, general mobilization, requisition or embargo;
 - Rebellion, mutiny, coup d'état or civil war;

- Epidemic, tsunami, tornado, flood, earthquake, volcanic eruption, storm with extremely strong intensity.
 - Change in State policies and laws during construction of the works.
 - Other objective events beyond the control of the parties.
- b/ Fundamental change of circumstances is an objective change which, at the time of contract conclusion, the parties could not foresee. This change is so great that if the parties had known in advance, they would not have concluded the contract or would have concluded it with completely different contents. These cases include but are not limited to: abnormal fluctuation of raw material and fuel prices increasing by more than [10%], change in State legal policies directly affecting Party B's costs or construction method.
- 18.2 When a Force Majeure event occurs as provided in this Contract, the affected Party shall notify the other Party as soon as possible but no later than three (03) days from the date of occurrence of the Force Majeure event so that the Parties may discuss and agree on a method of resolution and remedy of consequences. If the Party affected by the Force Majeure event fails to perform the notification obligation within the time limit specified in this Article, it shall be deemed that no Force Majeure event has occurred.
- 18.3. When a fundamental change of circumstances occurs, Party B has the right to request Party A to renegotiate the contract price and performance schedule. Party A is responsible for considering and responding within [07] working days. During negotiation, Party B has the right to temporarily suspend the parts of work directly affected without being considered a schedule violation.
- 18.4. In case the Contract schedule is delayed or negatively affected by a Force Majeure event or fundamental change of circumstances, the Parties commit to cooperate and coordinate effectively with each other to agree on a resolution plan in order to minimize delay to the Contract schedule.
- 18.5. If Force Majeure events last for more than ninety (90) working days and one Party is unable to perform its obligations due to the impact of such Force Majeure event, this Contract shall be terminated and the Parties shall be exempt from liability and neither Party shall have the right to complain or request the other Party to compensate damages.
- 18.6. In addition to force majeure events, if a fundamental change of circumstances arises under the Civil Code causing continued performance of the contract under current conditions to cause serious damage to Party B, Party B has the right to request adjustment of the contract price. If after [30] days from the commencement date of negotiation no agreement is reached, Party B has the right to unilaterally terminate the contract without having to compensate damages.
- 18.7. Payment upon termination of the Contract due to a Force Majeure event shall be negotiated by the Parties for payment of the value of the work already performed on the basis of the detailed unit prices specified in Appendix 1 of this Contract, including:
- Payments for any work already performed within the Scope of work specified in this Contract for which the unit prices have been agreed by the Parties in this Contract;
 - Cost of equipment and materials ordered for the Works or for use related to the Works;
 - Reasonable costs for removing the Contractor's machinery and equipment from the Construction Site and returning such equipment to the place of manufacture at the Contractor's location or to another place;
 - Other reasonable costs of the Contractor approved by the Employer.

Article 19. Reports and Meetings

19.1. Party B shall submit a weekly work progress report to Party A before 11:30 a.m. every Saturday. The report shall cover work performed up to 5:00 p.m. on Friday of the preceding week and activities planned for the following week.

19.2. Party B shall submit a monthly report to Party A no later than the third day of the following month. The monthly report shall include:

- Summary of work implementation status and details of completed work items, indicating achieved progress, difficulties encountered (if any), remedial measures and status.
- Monthly cumulative progress charts showing actual completion versus planned progress and the percentage (%) of work completed.
- Status of key and critical work items.
- Incident and safety reports.
- Reports on outstanding defects.
- Other information necessary for monitoring Party B's performance.

Based on weekly reports, the Parties shall hold weekly, monthly, or ad hoc meetings to plan, review and evaluate work progress, quality and other related matters at times and locations agreed by the Parties. Party B shall prepare minutes of all meetings unless otherwise requested by Party A.

Article 20. Occupational Safety, Environmental Sanitation, Utilities and Site Security

20.1. Occupational Safety

- Party B shall establish measures to ensure the safety of personnel and the Works at the construction site, including adjacent structures. In cases where safety measures involve multiple parties, such measures shall be mutually agreed upon by the relevant parties;
- Safety measures and occupational safety regulations shall be publicly displayed at the construction site for all persons to be informed of and comply with. Hazardous areas on the Site shall be provided with guidance personnel and warning signs to prevent accidents;
- Party B, Party A and relevant parties shall regularly inspect and supervise occupational safety at the Site. Upon discovery of any violation of occupational safety requirements, construction activities shall be suspended. Any person responsible for occupational safety violations within his/her scope of management shall be liable before the law;
- Party B shall be responsible for training, instructing and disseminating occupational safety regulations to its employees. For work requiring strict occupational safety compliance, employees shall possess certificates of occupational safety training as required by law;
- Party B shall be responsible for providing all employees working on the Site with adequate personal protective equipment and occupational safety equipment in accordance with applicable regulations;
- In the event of any occupational safety incident, Party B and relevant parties shall be responsible for organizing remedial measures and reporting to the competent state authorities responsible for occupational safety in accordance with applicable laws, and shall further be responsible for remedying and compensating for any damage caused by the Contractor's failure to ensure occupational safety.

20.2. Lighting System

Where the Works are carried out at night, Party B shall maintain, from dusk until dawn, adequate lighting systems at or around Party B's work areas or any areas deemed necessary by Party A for construction safety, worker safety, and for the supervision and inspection of construction activities to ensure compliance with required standards and specifications.

20.3. Drainage and Sanitation System

- Party B shall, at its own cost, be responsible for installing, operating and maintaining drainage and sanitation systems at the Site. Party B shall provide and maintain sanitary conditions in all areas where all or part of the Works are being carried out;
- Party B shall perform the Works in compliance with applicable regulations and shall implement all necessary measures to prevent pollution of water sources and the surrounding environment. The quality of wastewater discharged from temporary wastewater treatment systems shall comply with applicable standards and regulations.

20.4. Fire Prevention and Fire Fighting

- Party B shall implement all necessary fire prevention measures and shall, at its own expense, provide and maintain all portable fire-fighting equipment in accordance with applicable fire prevention and fire-fighting regulations;
- In the event of a fire occurring within Party B's area of operation, Party B shall mobilize all available personnel and equipment within its capability to extinguish the fire at its own expense.

20.5. Environmental Protection

- Party B shall implement measures to ensure environmental protection for workers at the Site and to protect the surrounding environment, including dust control, noise control and site cleaning measures. Wastewater, solid waste and other types of waste shall be collected and treated in compliance with applicable environmental standards and technical regulations. For construction works located within urban areas, Party B shall implement enclosure measures and transport construction waste to designated disposal locations;
- During the transportation of construction materials and waste, Party B shall implement covering and protection measures to ensure safety and environmental sanitation;
- Party B and Party A shall be responsible for inspecting and supervising compliance with environmental protection requirements for construction activities and shall be subject to inspection and supervision by competent state environmental authorities. In the event Party B fails to comply with environmental protection regulations, Party A and competent state environmental authorities shall have the right to suspend construction activities and require the Contractor to implement appropriate environmental protection measures;
- Any person whose actions cause environmental damage during construction activities shall be legally liable and shall compensate for any damage caused by his/her fault.

20.6. Utilities and Site Security

Party B shall bear all costs relating to utility connections, electricity, water supply and Site security throughout the performance of the Contract.

20.7. Penalties

Penalties for violations relating to occupational safety, fire prevention and fire-fighting, and environmental sanitation are specified in detail in Appendix 2 of this Contract.

Article 21. Variations and contract price adjustment

21.1. Variations

Variations arising at the request of the Employer:

Party A shall be responsible for completing the variation documentation and submitting the same for appraisal and approval in accordance with applicable regulations.

Variations arising from extension of time due to Party A's fault (including delayed handover of the Site, delayed payment, etc.): Party B shall be entitled to reimbursement of costs arising from such extension of time, including management costs, equipment standby costs, labor costs, and other costs incurred as a result of such extension.

21.2. Contract Price Adjustment

The Contract Price shall be adjusted in the following circumstances:

Adjustment of Quantities:

Based on actual quantities accepted and certified, in accordance with the approved Construction Drawings and any additional or adjusted quantities approved during the execution of the Works.

Adjustment of Unit Prices:

- Changes in design, scale or functionality of the Works at Party A's request;
- Fluctuations in material and construction material prices in accordance with State regulations;
- Changes in the scope of the Works;
- Force Majeure events or changes in laws and governmental policies.

Article 22. Termination of contract

22.1. Party A shall have the right to unilaterally terminate the Contract if Party B commits any of the following breaches:

- Fails to promptly remedy contractual breaches within a reasonable period specified by Party A;
- Abandons the Works or suspends performance of the Works for up to thirty (30) days without Party A's prior written approval, or clearly demonstrates its intention not to continue performing its obligations under the Contract;
- Fails to complete the Works in accordance with the required schedule without legitimate reasons and without Party A's written approval;
- Assigns the entire Contract to a third party or employs subcontractors that do not satisfy the technical capacity requirements stipulated in Clause 5.1.2, and fails to remedy such breach after receiving written notice from Party A;
- Fails to procure insurance as required by the laws of Vietnam and fails to remedy such breach within ten (10) days after receipt of Party A's request;
- Breaches or fails to perform Party B's obligations under Clause 5.1 of this Contract and continues such breach or non-performance after Party A has issued notice thereof;
- Any subcontractor, work team or personnel assigned by Party B commits acts that violate public security and order regulations;
- Becomes bankrupt, dissolved, has its operations terminated pursuant to a decision of a competent state authority, or suspends its operations.

22.2. Upon the occurrence of any of the above events, the Contract shall officially terminate after Party A has provided Party B with seven (07) days' prior written Notice of Termination.

22.3. In the event Party A terminates the Contract pursuant to this Article, Party A shall have the right to recover the full amount of any advance payment, any other payments made (if any), and to require Party B to compensate Party A for all actual damages incurred as a result of Party B's breach of the Contract.

22.4. Party A shall also have the right to terminate the Contract at any time at its sole discretion by giving notice of termination to Party B. Such termination shall take effect thirty (30) days after Party B receives Party A's notice.

22.5. General Provisions

- Where either Party unilaterally terminates the Contract for reasons not attributable to the fault of the other Party, the terminating Party shall compensate the other Party for all damages incurred;
- Prior to terminating the Contract, a Party shall provide the other Party with at least thirty (30) days' prior written notice, clearly stating the reasons for termination. If the terminating Party fails to provide such notice and causes damage to the other Party, it shall compensate the other Party for such damage;
- The Contract shall cease to be effective from the date of termination, and the Parties shall complete Contract liquidation procedures within thirty (30) days from the termination date. Upon expiry of such period, if one Party fails to carry out the liquidation procedures, the other Party shall have full authority to determine and complete the Contract liquidation.

Within fifteen (15) days from the date of termination, Party B shall:

- Cease all further work except for work instructed by Party A for the protection of persons, property or the safety of the Works;
- Deliver to Party A all Party B's documents, equipment, materials and any Works for which Party B has already received payment;
- Remove from the Site all materials, manpower, machinery, equipment and other property belonging to Party B, except those retained by Party A for the purpose of continuing the Works to achieve completion. If Party B fails to remove such property after the aforesaid period, Party A shall have the right to dispose of such property;
- Clean the Site and hand over the Site to Party A, and Party B shall not damage or demolish any completed permanent Works.

Article 23. Performance security and guarantees

- Performance security: not required.
- Advance payment guarantee and warranty guarantee: not required.

Article 24. Effectiveness and legal validity

- This contract shall become effective on the date of execution by both parties.
- In the event that any provision of this contract conflicts with any applicable law or regulation, the parties shall negotiate in good faith to reach agreement on amendments necessary to ensure compliance with such law or regulation.
- Contract liquidation shall be completed within forty-five (45) days from the date on which the parties have fulfilled all of their obligations under the contract.

Article 25. Contract documents

25.1. This contract shall be interpreted and governed in accordance with the laws of the socialist republic of vietnam.

25.2. The documents constituting the contract shall be deemed mutually explanatory of one

another. In the event of any ambiguity, inconsistency or discrepancy among such documents, the parties shall promptly consult and agree upon the interpretation and necessary amendments thereto, and shall issue written instructions specifying the manner in which the works are to be performed.

- 25.3. Priority of contract documents: In the event of any discrepancy among the contract documents, including any amendments or supplements thereto, the order of priority shall be as follows:
- a. Contract conditions;
 - b. Contract appendices;
 - c. Quotation letter;
 - d. Other relevant written agreements;
 - e. Construction drawing design documents;
 - f. Project technical specifications.

Article 26. General provisions

- 26.1. Any amendment or supplement to this contract shall be valid and binding only if made in writing and duly signed by the authorized representatives of the parties.
- 26.2. All documents, correspondence and official communications exchanged or issued between the parties during the performance of this contract shall constitute integral and inseparable parts of this contract.
- 26.3. The contract appendices shall form an integral part of this contract and shall be governed by the terms and conditions of this contract.
- 26.4. Neither party shall assign, transfer or delegate any of its rights or obligations under this contract without the prior written consent of the other party.
- 26.5. If any provision of this contract is declared invalid, illegal or unenforceable due to a violation of applicable law or for any other reason, the remaining provisions shall remain in full force and effect. The parties shall cooperate in good faith to amend or replace such invalid provision with a valid and enforceable provision that most closely reflects the original intent of the parties.
- 26.6. This contract is executed by the duly authorized representatives of the parties and affixed with the seals of the respective parties in six (06) original counterparts of equal legal validity, of which party a shall retain three (03) counterparts and party b shall retain three (03) counterparts for implementation purposes.

FOR AND ON BEHALF OF PARTY A

FOR AND ON BEHALF OF PARTY B